

RESOLUTION 12-24
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Governing Body of the Borough of Clayton is a member of the **TRICO Joint Insurance Fund**, a self-insurance pooling fund, and;

WHEREAS, the Bylaws of said Fund allow each municipality to appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws and;

WHEREAS, the Bylaws indicate a fee Not To Exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body and;

WHEREAS, NJSA 40A:11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW THEREFORE, be it resolved that the Governing Body of the Borough of Clayton does hereby appoint Hardenbergh Insurance Group as its Risk Management Consultant in accordance with 40A:11-5 and;

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (i).

ATTEST: Christine DeLeon

MUNICIPALITY: V. Charles Simon
V. Charles Simon, Council President

ATTEST: _____

CONSULTANT: _____

DATE: 1/4/2024

“AGREEMENT”
RISK MANAGEMENT CONSULTANT
TRICO JOINT INSURANCE FUND

This agreement, entered into this 4th day of **January 2024**, between the **Borough of Clayton** (hereinafter referred to as Municipality) and **Hardenbergh Insurance Group** (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at **8000 Sagemore Dr., Suite 8101, Marlton, NJ 08053** (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the **Municipality** professional risk management consulting services as permitted in the Bylaws of the Gloucester, Salem, Cumberland Counties Joint Insurance Fund, and


WHEREAS, the **Municipality** desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held **January 4, 2024**;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
 - A) The Consultant shall assist the **Municipality** in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) The Consultant shall assist the **Municipality** in understanding and selecting the various coverages and limits available from the Atlantic County Municipal Joint Insurance Fund.
 - C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.
 - D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
 - E) The Consultant shall review the MUNICIPALITY's annual assessment as prepared by the Fund and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.

- G) The Consultant shall assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
- H) The Consultant shall any other services required by the Fund's Bylaws.
2. The term of this agreement shall be for one (1) year from the first day of **January, 2024** or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to **Six Percent (6%)** of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any coverages, authorized by the **Municipality**, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.
5. Either party may cancel this Agreement, with cause, at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: Christine Deurmont

MUNICIPALITY: 
Tom Bianco
Mayor

ATTEST: _____

CONSULTANT: _____
Jon Sharp, President

DATE: _____